

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA
PITTSBURGH DIVISION**

Delmer Dougherty,

Plaintiff,

v.

Delanore, Kemper & Associates, LLC,

Defendant.

Case No. 2:08-cv-00870-RCM

**PLAINTIFF'S MOTION TO ENFORCE
THE SETTLEMENT AGREEMENT**

Now comes Plaintiff, by and through counsel, and respectfully moves this Court for an Order enforcing the Settlement Agreement in the above-captioned case. Plaintiff further requests an award of Plaintiff's reasonable attorney fees and costs incurred since the parties reached the settlement.

In the case at hand, on December 15, 2008, the Parties agreed to a settlement and incorporated those terms into a formal agreement, which is attached hereto as Exhibit A. On January 5, 2009, Plaintiff reported the settlement to this Court and, on the following day, the Court entered an Order for Statistical Closing of the case. Subsequent to the settlement, however, Defendant experienced some financial difficulties, and the parties agreed to amend the timing of the settlement funds; the parties agreed to divide the total settlement of \$10,000 into three equal installments of \$3,333.33.¹ Defendant, however, failed to comply with the payment schedule of the settlement funds.² To date, Defendant remitted only one installment; despite several requests, the other two installments remain outstanding.³

¹ Affidavit of Counsel, (Attached as Exhibit B).

² *Id.*

³ *Id.*

Trial courts “possess the inherent authority to enforce a settlement agreement and to enter judgment based on an agreement without a plenary hearing.” *Kelly v. Jormandy, Inc.*, 2005 WL 3177730 (W.D.Va. 2005); *see also Tuttle v. SMC Corporation of America*, 2008 WL 4082433 (S.D. Ind. 2008), *citing Carr v. Runyan*, 89 F.3d 327 (7th Cir. 1996); *Wilson v. Wilson*, 46 F.3d 660 (7th Cir. 1995); and *Buchbinder v. Weisser Companies, Inc.*, 679 F. Supp 820 (C.D. Illinois 1987), *citing United States v. Orr Construction Company*, 560 F.2d 765 (7th Cir. 1977). In this case, Plaintiff made numerous efforts to compel Defendant to comply with the terms of the settlement. Despite Plaintiff’s efforts, however, Defendant refused to comply with the terms of the Settlement Agreement. It is apparent that, absent an Order from the Court, Defendant will never fulfill its obligations under the Settlement agreement.

Based on the foregoing, Plaintiff respectfully moves this Court for an Order directing Defendant to remit the other two installments and/or enter judgment against Defendant in the amount of \$6,666.67 plus the reasonable attorneys’ fees and costs that Plaintiff incurred after January 5, 2009.

RESPECTFULLY SUBMITTED,

Legal Helpers, P.C.

By: /s/ Richard J. Meier

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on September 29, 2009, a copy of the foregoing Application to Enter Default was filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. The following parties were served by regular U.S. mail:

Delanor, Kemper & Associates
c/o Wilton Carver
2221 Peachtree Road, Suite 473
Atlanta, GA 30309

/s/ Richard J. Meier